

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF PENNSYLVANIA**

Nakea Mathis

(In the space above enter the full name(s) of the plaintiff(s).)

- against -

AmeriFinancial Soultions

COMPLAINT

Jury Trial: ☒ Yes ☐ No

(check one)

(In the space above enter the full name(s) of the defendant(s). If you cannot fit the names of all of the defendants in the space provided, please write "see attached" in the space above and attach an additional sheet of paper with the full list of names. The names listed in the above caption must be identical to those contained in Part I. Addresses should not be included here.)

I. Parties in this complaint:

- A. List your name, address and telephone number. If you are presently in custody, include your identification number and the name and address of your current place of confinement. Do the same for any additional plaintiffs named. Attach additional sheets of paper as necessary.

Plaintiff	Name	Nakea Mathis
	Street Address	430 London Drive Coatesville
	County, City	Coatesville
	State & Zip Code	Pennsylvania, 19320
	Telephone Number	

- B. List all defendants. You should state the full name of the defendants, even if that defendant is a government agency, an organization, a corporation, or an individual. Include the address where each defendant can be served. Make sure that the defendant(s) listed below are identical to those contained in the above caption. Attach additional sheets of paper as necessary.

Defendant No. 1 Name AmeriFinancial Solutions
 Street Address P. O. Box 65018
 County, City Baltimore
 State & Zip Code MD 21264

Defendant No. 2 Name _____
 Street Address _____
 County, City _____
 State & Zip Code _____

Defendant No. 3 Name _____
 Street Address _____
 County, City _____
 State & Zip Code _____

Defendant No. 4 Name _____
 Street Address _____
 County, City _____
 State & Zip Code _____

II. Basis for Jurisdiction:

Federal courts are courts of limited jurisdiction. Only two types of cases can be heard in federal court: cases involving a federal question and cases involving diversity of citizenship of the parties. Under 28 U.S.C. § 1331, a case involving the United States Constitution or federal laws or treaties is a federal question case. Under 28 U.S.C. § 1332, a case in which a citizen of one state sues a citizen of another state and the amount in damages is more than \$75,000 is a diversity of citizenship case.

- A. What is the basis for federal court jurisdiction? (*check all that apply*)
☒ Federal Questions ☐ Diversity of Citizenship

- B. If the basis for jurisdiction is Federal Question, what federal Constitutional, statutory or treaty right is at issue? _____

C. If the basis for jurisdiction is Diversity of Citizenship, what is the state of citizenship of each party?

Plaintiff(s) state(s) of citizenship _____

Defendant(s) state(s) of citizenship _____

III. Statement of Claim:

State as briefly as possible the facts of your case. Describe how each of the defendants named in the caption of this complaint is involved in this action, along with the dates and locations of all relevant events. You may wish to include further details such as the names of other persons involved in the events giving rise to your claims. Do not cite any cases or statutes. If you intend to allege a number of related claims, number and set forth each claim in a separate paragraph. Attach additional sheets of paper as necessary.

A. Where did the events giving rise to your claim(s) occur? See Attached

B. What date and approximate time did the events giving rise to your claim(s) occur? See Attached

C. Facts: See Attached

What
happened
to you?

Who did
what?

Was
anyone
else
involved?

Who else
saw what
happened?

IV. Injuries:

If you sustained injuries related to the events alleged above, describe them and state what medical treatment, if any, you required and received. See Attached

V. Relief:

State what you want the Court to do for you and the amount of monetary compensation, if any, you are seeking, and the basis for such compensation.

The defamation, conduct and actions/inactions of AmeriFinancial Solutions were willful, deliberate, intentional, and/or reckless disregard for the interest and rights of the Plaintiff such as to justify and award of compensatory, statutory and punitive damages against Defendant in an amount to be determined by the court.

I declare under penalty of perjury that the foregoing is true and correct.

Signed this 20 day of August, 2021.

Signature of Plaintiff 

Mailing Address 430 London Drive
Coatesville, Pennsylvania
19320

Telephone Number _____

Fax Number (if you have one) _____

E-mail Address nakeamathiscase@gmail.com

Note: All plaintiffs named in the caption of the complaint must date and sign the complaint. Prisoners must also provide their inmate numbers, present place of confinement, and address.

For Prisoners:

I declare under penalty of perjury that on this _____ day of _____, 20____, I am delivering this complaint to prison authorities to be mailed to the Clerk's Office of the United States District Court for the Eastern District of Pennsylvania.

Signature of Plaintiff: _____

Inmate Number _____

Statement of Claim

1. Plaintiff Nakea Mathis is a citizen of the State of Philadelphia.
2. Plaintiff is a "consumer" defined 15 U.S.C § 168a(c) of the FCRA.
3. As reflected on its website, Defendant is a medical debt collection agency that specializes in the collection of medical receivables for hospital-based physician groups located in Maryland.

1. American Financial Solution Account Number 255458XX.

Plaintiff brings this action for damages based upon Defendant's violation of the Fair Credit Reporting Act ("FCRA") 15 U.S.C § 1681 and unlawful conduct.

1. Defendant falsely reported incorrect debt information to the national credit reporting agencies including but not limited to, the incorrect debt amount, account status, and status update.
2. The balance amount of \$654 reported to national consumer reporting agencies by Defendant is incorrect.
3. See attached Exhibit A.

Plaintiff brings this action for damages based upon Defendant's violation of the Fair Debt Collection Practices Act ("FDCPA") U.S.C. § 1692 and unlawful conduct.

1. Defendant's debt collection efforts attempted and/or directed towards the Plaintiff violated various provisions of the FDCPA, including but not limited to 15 U.S.C. § 1692e.
2. Pursuant to 15 U.S.C. §1692e, a debt collector may not use any false, deceptive, or misleading representation or means in connection with the collection of any debt.
3. Defendant violated §1692e:
 - a. As the credit report falsely represents the true amount of the debt in violation of §1692e(2)(A); and
 - b. By making a false and deceptive representation in violation of §1692e(10).

4. On or about the year of 2020 the Plaintiff started receiving calls to her phone from Defendant in an effort to collect the alleged debt.
5. During the calls, Defendant did not inform Plaintiff that making a payment would reage the debt which would make the contract invalid.
6. Plaintiff has been unfairly misled by Defendant's actions.
7. Defendant has several billing and collections complaints on www.bbb.org.
8. See attached Exhibit B.

Plaintiff brings this action for damages based upon Defendant's violation of the Telephone Consumer Protection Act 47 (TCPA), U.S.C. § 227 and unlawful conduct.

1. In or about the year 2020 the Plaintiff started receiving calls to her phone from Defendant in an effort to collect the alleged debt.
2. Plaintiff received over 200 calls from Defendant in an attempt to collect the alleged debt.
3. The Defendants' excessive calls affected Plaintiff's ability to use their phone, work and cause emotional and physical distress.
4. See attached Exhibit C.

As a result of Defendant's conduct, actions, and/or inactions, Plaintiff suffered damage by loss of credit, loss of ability to purchase and benefit from the credit, increased interest rate, loss of loans, humiliation, and embarrassment of credit denials.

1. Plaintiff was denied credit cards, and credit increases because of Defendants' unlawful conduct.
2. See attached Exhibit C.

Exhibit A

6:14



Account Details

Experian Credit Report

As of: Today

**AMERIFINANCIAL SOLUTIO
255458XX**

Original Creditor	TRI-COUNTY EMERG. PHYS. LLC
Company Sold	-
Account Type	Collection
Date Opened	Nov 02, 2018
Account Status	-
Payment Status	Seriously past due date / assigned to attorney, collection agency, or credit grantor's internal collection department
Status Date	Nov 2018
Usage	-
Balance	\$654
Balance Updated	Aug 02, 2021
Original Balance	\$654
Monthly Payment	-
Past Due Amount	\$654
Terms	1 Month
Responsibility	Individual

Your Statement:

-

Comments:

Account information disputed by consumer

Contact Information:

800-753-7100**PO BOX 65018****BAITIMORE MD 21264**

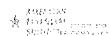
Exhibit B



[Home](#) > [Washington](#) > [Bremerton](#) > [Credit and Debt Counseling](#) > [American Financial Solutions](#) > Complaints

Complaints

Complaints



American Financial Solutions

500 Pacific Ave
Bremerton, WA 98337

<http://www.myfinancialgoals.org>

(888) 864-8623

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When considering complaint information, please take into account the company's size and volume of transactions, and understand that the nature of complaints and a firm's responses to them are often more important than the number of complaints.

BBB Business Profiles generally cover a three-year reporting period. BBB Business Profiles are subject to change at any time. If you choose to do business with this business, please let the business know that you contacted BBB for a BBB Business Profile.

As a matter of policy, BBB does not endorse any product, service or business.

Complaint Type: Problems with Product/Service **Status:** Answered

07/06/2020

I had been talking with an agent through this company in order to consolidate all of my debts and fix my credit. After deciding it was not in my best interest I decided to cancel any process that I had started with this company. After the date I canceled all services with this company they continued to contact my banks and get my two credit card accounts closed. They also charged me the amount for their services even though I canceled this. After getting through to someone they were able to refund my amount but they did not help in reopening my accounts with my institutions leaving me in a horrible situations with two closed accounts. I reached out to my banks and they told me that they never received cancellation from American Financial Solutions. I am not sure what to do as I now have to closed accounts due to this company.

C

Response

07/15/2020

In response to complaint *****, American Financial Solutions (AFS) appreciates the opportunity to address Ms. ***** concerns.

Ms. ***** enrolled in our Debt Management Plan (DMP) on January 17, 2020. During the credit counseling consultation on that same day, Ms. ***** was verbally informed that the creditor accounts placed on the DMP would be closed or inactivated. Additionally, the closing of creditor accounts placed on the DMP is detailed in the attached Debt Management Agreement (DMA) in section 2.4, which was electronically signed by Ms. ***** on January 17, 2020.

Proposals were submitted to Ms. ***** creditor accounts, listed on page 10 of the DMA, on January 31, 2020. Creditor accounts, if not already closed, are closed by the creditor upon receipt of the proposal. Regarding the accounts placed on Ms. ***** DMP, two of the accounts, ***** and *****, were in collections and already closed. The ** **** proposal was approved on February 5, 2020. The ***** proposal was in a pending (waiting for creditor response) status when Ms. ***** called to cancel on February 19, 2020.

When Ms. ***** called to cancel on February 19, 2020, the day of her first debit, she cited calling six days before to cancel her account. However, AFS has no phone records or file logs of a previous cancellation call. The last call and file opening prior to February 19, 2020, were both from a phone call on February 11, 2020, when the co-client called to update a "cease and desist" notation on the ***** account.

During the cancellation call on February 19, 2020, as a courtesy, AFS performed a two-day expedited refund for the debit amount of \$382. Ms. ***** advised that she and the co-client wanted to cancel the DMP due to affordability issues, and that they were also going to dispute the accounts. This was the last interaction AFS had with Ms. *****.

Regarding reopening the creditor accounts that were placed on the DMP, AFS has no control over reopening a creditor account. The creditor determines whether a consumer's credit account will be reopened. Furthermore, canceling the DMP does not predicate that the creditor will reopen a closed account. Per most creditor policies, once an account is closed due to enrollment in a DMP, the account is not eligible for reopening.

AFS contacted ** **** and ***** and verified their DMP policy does not allow for reopening of accounts. Both creditors did advise, while accounts placed on a DMP are not eligible for reopening, consumers can apply for new lines of credit directly.

AFS apologizes for any confusion MS. ***** has experienced and welcomes her to contact us anytime during business hours with questions. We wish Ms. ***** the best in her future endeavors.

Respectfully,

Jessica W*****
Director of Operations

Customer Response

07/15/2020

Complaint: *****

I am rejecting this response because:

Sincerely,

I reached out to an individual named Mo several times before February 19th, 2020 to cancel. This was via email, texting, and calling. I am sure you have access to these on your end. I reached out to ** **** and ***** and they stated that the accounts were closed after February 19th, 2020. This would be through their recorded phone calls. The fact that my accounts were closed after I had canceled with American Financial Services, dissolving all contracts with AFS, is an indication that this was in retaliation to me not using your services. You said there is no control over reopening however you did have control over closing the accounts that you were unauthorized to do after the dates listed above. To lash out at a customer with an intent to damage and harm them in any way is a hate crime in the USA. If this cannot be resolved I will have to take further action. ** **** is working with me in reopening but it has to come from AFS to permit it based on a wrongful closing of the account.

Complaint Type: Problems with Product/Service Status: Answered

06/05/2020

DO NOT DO BUSINESS WITH THIS COMPANY IT IS A SCAM!!! I set up and account for monthly withdrawals to handle my debt. American Financial Solutions takes the monthly payments on time but ever since I got this account I have had trouble EVERY TIME I attempt to go online to see my account. The last rep I spoke to told me I would have to re register and start all over vs just getting me a new password so that I can access my account. I DO NOT like the idea of a new rep re registering my account And I am frustrated beyond words. Basically I'm paying money but I have know way of checking up on my account OR able to manage/control my funds and where they are being allocated. I also received a collection letter for one of the accounts I handed over to American Financial Solutions, so now I am confused and still unable to see MY ACCOUNT. The main reason for my anger is the fact that this happens EVERY TIME I HAVE GONE TO LOOK AT MY ACCOUNT. Multiple times, multiple new passwords, communicated with multiple reps and supervisors, etc The last rep i spoke with stated that this doesn't happen often with most customers but I am hear as far as my experience I have not logged in smoothly since I got the account in the beginning. I just think it's a scam.

K

Response

06/08/2020

Firstly, we want to assure Ms. ***** that American Financial Solutions (AFS) is a legitimate company that has empowered thousands of clients to take control of their debt. We sincerely apologize for the technical issues Ms. ***** has experienced while attempting to log in to the AFS client web portal.

We first assisted Ms. ***** with a password reset on 5/22/20, at which time we came to a resolution where Ms. ***** was able to log in to the portal. Ms. ***** called again on 6/4/20, stating that she could not log in to the portal. We attempted to reset her password, however, Ms. ***** said she was directed to the login home page instead of the reset password page. Our Client Support Specialist recommended we delete her current internet account and "re-register" her account with a new username and password since the internet account that was first set up was not allowing her to log in. At that point, Ms. ***** became suspicious of our service and questioned if we were a scam. Our representative attempted to affirm AFS' legitimacy and advise Ms. ***** that we are a company acting in good faith, and this was merely a technical error. Ms. ***** requested to speak to a supervisor. The supervisor also attempted to reiterate that the login issues were simply a technical error, and AFS is a creditable company, but Ms. ***** disconnected the call.

AFS representatives have tried reaching out three times via a telephone call and once via email since June 4th, 2020, to explain the situation and ensure Ms. ***** can access the portal. However, Ms. ***** has not responded to our calls or email.

Additionally, AFS also reached out to our software provider to make sure there are no extenuating circumstances related to Ms. *****' login credentials. Our software provider verified Ms. *****' online login is working correctly. Our provider also recommended that she copy and paste the password reset link in the search bar if the link does not direct her to the "New Password" page. Sometimes browsers do not correctly read the URL. AFS also added the following language to our password reset email "If the link does not direct you to the password reset page, please copy and paste the below link in your browser."

To address Ms. *****' concerns of being uncertain where her money is being allocated since she cannot log in to the portal, AFS also sends monthly statements. We sent Ms. ***** a monthly statement on May 27th, 2020 that specified how her Debt Management Plan payment from May 15th, 2020, was disbursed.

AFS strives to create a seamless and user-friendly web user experience for our clients and regrets that this was not the case for Ms. *****. We are pleased to be a debt management service provider for Ms. ***** and we are here to help anytime between 6 am-6 pm PST with logging into the client portal.

Complaint Type: Billing/Collection Issues **Status:** Answered

03/05/2020

I started debt consolidation with American financial on August 2018. I gave them the information for all my debts and they told me everything was excepted. I paid every month until paying it off today. One of the debts I had was for ***** totaling 1100 dollars. Starting in September of 2018 payments were being made by American financial for less than the minimum amount and only on random months causing late payment charges totaling 560 dollars on this card. This also caused a big hit on my credit score which is very difficult to recover from. After talking to the credit card company they informed me that American financial never set up payments with them. I have continued to look at my account on American financials website and it has shown that payments were being made and it was being paid off. This is not the case it actually increased by 400 dollars in 18 months.

S

Response

03/13/2020

To Whom It May Concern:

This correspondence is sent in response to a complaint ***** filed with the Better Business Bureau (BBB), which was forwarded to American Financial Solutions (AFS) on March 6, 2020. At AFS, we strive to provide the best possible outcomes in helping our clients take control of their debt and regret if this was not Ms. ***** experience. Below is a brief history of our communication since Ms. ***** enrollment in our Debt Management Plan (DMP) on August 7, 2018.

On August 7, 2018, Ms. ***** electronically signed and enrolled in the Debt Management Plan. During the initial consultation, we reviewed the terms and conditions of the DMP, highlighted the importance of timely payments and discussed Sections 1.4 and 2.3 of the DMP. She was informed about the proposals that would be provided to creditors requesting the following potential concessions: reduced interest rates, reduced monthly payments, and waived late or over-the-limit fees. We advised Ms. ***** that concessions were subject to creditor approval.

Approximately one hour after Ms. ***** was approved for the DMP, we discovered the ***** account would not be eligible for the DMP until after September 14, 2018 as the account had not been open for nine months. At that time, we called and left a voicemail for Ms. ***** regarding the ***** ineligibility. Additionally, we also sent Ms. ***** a text that notified her of the ineligibility of the ***** account. The voicemail instructed Ms. ***** that if she wanted to leave the account on the DMP, she would need to ensure the DMP payment was sufficient and would post to ***** on time. In response to our outreach, Ms. ***** emailed us on August 8, 2018 stating that her ***** account was past due by \$124 and that she paid the minimum due. Please note when creditor accounts are ineligible for DMP concessions, AFS provides the customer two options: either leave the account on the DMP or remove the account. If the client chooses to leave the account on the DMP, they are informed of their responsibility to ensure the minimum payment that is made through the DMP and reaches the creditor by the due date.

On October 1, 2018, because of *****'s new eligibility, we called and left a message for Ms. ***** requesting the ***** balance in order to send a proposal and set up the account for creditor concessions on the DMP. On October 8, 2018, we also sent a text with this request, but Ms. ***** was unresponsive to our request. On October 10, 2018, we left a final voice message with Ms. ***** requesting her to call us back, but she failed to respond.

On March 5, 2020, we became aware of the late fees and late credit report reporting for the ***** account through a phone call with Ms. *****. Prior to this time, we were unaware of the late fees as we do not receive statements from our client's creditors. While on the DMP, the client continues to receive creditor statements, as well as statements from AFS. Clients are instructed to compare their creditor statements to the AFS statements and identify any discrepancies. This is also reflected in Ms. ***** signed DMP, Section 4.1, 4.2, and 7.3, which she acknowledged on August 7, 2018.

Furthermore, we were unaware of the past-due credit reporting. Compounding this issue was that Ms. ***** paid her DMP late in December 2019, January 2020, and missed her February 2020 DMP payment. Please note AFS does not report to any credit bureaus.

Our goal is to provide the best customer service to our clients and, again, regret if this was not Ms. ***** experience. We appreciate the opportunity to respond to Ms. ***** concerns and as a courtesy, AFS will waive four months of service fees and refund \$120 to Ms. *****.

We congratulate Ms. ***** on her successful payoff of her DMP as of March. We are happy to have served as a partner in two successful DMP completions.

Should the BBB or Ms. ***** have further questions about this response, please contact me at ***** or by phone at 888.282.5492.

Respectfully,

Jessica W*****
Director of Operations
American Financial Solutions

Exhibit C

STATEMENT OF CREDIT DENIAL, TERMINATION, OR CHANGE

Applicant: **Nakea Mathis**

Date:

Loan Number: **25652105506710**

Address:

Loan Amount: **\$548,250.00**Interest Rate: **4.375 %**Term: **30 years**

Description of Account, Transaction, or Requested Credit:

Description of Action Taken:

Part I. Principal Reason(s) for Credit Denial, Termination, or Other Action Taken

A. Credit

- ☐ No credit file
- ☐ Insufficient number of credit references provided
- ☐ Limited credit experience
- ☐ Unable to verify credit references
- ☐ Garnishment, attachment, foreclosure, repossession, or collection action or judgment
- ☐ Excessive obligations
 - ☐ Insufficient income for total obligations
- ☐ Unacceptable payment record on previous mortgage
- ☐ Delinquent credit obligations
- ☐ Bankruptcy
- ☐ Unacceptable type of credit references provided
- ☐ Poor credit performance with us
- ☐ Number of recent inquiries on credit bureau report

C. Income

- ☐ Income insufficient for amount of credit requested
- ☐ Unable to verify income

D. Residency

- ☐ Temporary residence
- ☐ Length of residence
- ☐ Unable to verify residence

E. Other

- ☐ Credit application incomplete
- ☐ Inadequate collateral
 - ☐ Unacceptable property
 - ☐ Insufficient data – property
 - ☐ Unacceptable appraisal
 - ☐ Unacceptable leasehold estate
- ☐ Value or type of collateral is not sufficient
- ☐ We do not grant credit to any applicant on the terms and conditions you have requested.
- ☐
- ☐

B. Employment Status

- ☐ Unable to verify employment
- ☐ Length of employment
- ☐ Temporary or irregular employment

Part II. Disclosure of Use of Information Obtained from an Outside Source

This section should be completed if the credit decision was based in whole or in part on information that has been obtained from an outside source.

- ☐ Our credit decision was based in whole or part on information obtained in a report from the consumer-reporting agency listed below. You have a right under the Fair Credit Reporting Act to know the information contained in your credit file at the consumer-reporting agency. The reporting agency played no part in our decision and is unable to supply specific reasons why we have denied credit to you. You also have a right to a free copy of your report from the reporting agency, if you request it no later than 60 days after you receive this notice. In addition, if you find that any information contained in the report you receive is inaccurate or incomplete, you have the right to dispute the matter with the reporting agency.

Name:

Address:

Telephone number (toll free):

LOAN #: 25652105506710

- ☐ We also obtained your credit score from this consumer reporting agency and used it in making our credit decision. Your credit score is a number that reflects the information in your credit report. Your credit score can change, depending on how the information in your credit report changes.

Credit Agency Name:

Address:

Phone:

Your Credit Score: _____

Date: _____

Scores range from a low of _____ to a high of _____

Key factors that adversely affected your credit scores:

--

- ☐ Number of recent inquiries on consumer report

Credit Agency Name:

Address:

Phone:

Your Credit Score: _____

Date: _____

Scores range from a low of _____ to a high of _____

Key factors that adversely affected your credit scores:

--

- ☐ Number of recent inquiries on consumer report

LOAN #: 25652105506710

Credit Agency Name:

Address:

Phone:

Your Credit Score: _____

Date: _____

Scores range from a low of _____ to a high of _____

Key factors that adversely affected your credit scores:

☐ Number of recent inquiries on consumer report

If you have any questions regarding your credit score(s), you should contact the consumer reporting agency(ies) at the above addresses or phone numbers.

- ☐ Our credit decision was based in whole or part on information obtained from an affiliate or from an outside source other than a consumer-reporting agency. Under the Fair Credit Reporting Act, you have the right to make a written request, no later than 60 days after you receive this notice, for disclosure of the nature of this information.

If you have any questions regarding this notice, you should contact:

CrossCountry Mortgage, LLC
1626 Locust Street Office 0422, Philadelphia, PA 19103
610-213-9438

☐

Notice:

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, or age (providing that the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The Federal Agency that administers compliance with this law concerning this creditor is:

Federal Trade Commission
Equal Credit Opportunity
Washington, DC 20580
202-326-2222

Federal Trade Commission
Equal Credit Opportunity
Washington, DC 20580
202-326-2222

This notification is given by: **CrossCountry Mortgage, LLC**
1626 Locust Street Office 0422
Philadelphia, PA 19103
440-845-3700

Notice mailed on:

By: _____

UNITED STATES DISTRICT COURT

for the

Eastern District of Pennsylvania

Nakea Mathis

Plaintiff/Petitioner

v.

AmeriFinancial Solutions

Defendant/Respondent

Civil Action No.

APPLICATION TO PROCEED IN DISTRICT COURT WITHOUT PREPAYING FEES OR COSTS
(Long Form)

Affidavit in Support of the Application

I am a plaintiff or petitioner in this case and declare that I am unable to pay the costs of these proceedings and that I am entitled to the relief requested. I declare under penalty of perjury that the information below is true and understand that a false statement may result in a dismissal of my claims.

Signed:

N Mathis

Instructions

Complete all questions in this application and then sign it. Do not leave any blanks: if the answer to a question is "0," "none," or "not applicable (N/A)," write that response. If you need more space to answer a question or to explain your answer, attach a separate sheet of paper identified with your name, your case's docket number, and the question number.

Date:

8/20/21

1. For both you and your spouse estimate the average amount of money received from each of the following sources during the past 12 months. Adjust any amount that was received weekly, biweekly, quarterly, semiannually, or annually to show the monthly rate. Use gross amounts, that is, amounts before any deductions for taxes or otherwise.

Income source	Average monthly income amount during the past 12 months		Income amount expected next month	
	You	Spouse	You	Spouse
Employment	\$	\$	\$	\$
Self-employment	\$ 5,000	\$ N/A	\$ 5,000	\$ N/A
Income from real property (such as rental income)	\$	\$	\$	\$
Interest and dividends	\$	\$	\$	\$
Gifts	\$	\$	\$	\$
Alimony	\$	\$	\$	\$
Child support	\$	\$	\$	\$

PAE AO 239 (10/09) Application to Proceed in District Court Without Prepaying Fees or Costs (Long Form)

Retirement (such as social security, pensions, annuities, insurance)	\$	\$	\$	\$
Disability (such as social security, insurance payments)	\$	\$	\$	\$
Unemployment payments	\$	\$	\$	\$
Public-assistance (such as welfare)	\$	\$	\$	\$
Other (specify):	\$	\$	\$	\$
Total monthly income:	\$ 5,000	\$ N/A	\$ 5,000	\$ N/A

2. List your employment history for the past two years, most recent employer first. (Gross monthly pay is before taxes or other deductions.)

Employer	Address	Dates of employment	Gross monthly pay
N/A			\$
			\$

3. List your spouse's employment history for the past two years, most recent employer first. (Gross monthly pay is before taxes or other deductions.)

Employer	Address	Dates of employment	Gross monthly pay
N/A			\$
			\$
			\$

4. How much cash do you and your spouse have? \$ _____

Below, state any money you or your spouse have in bank accounts or in any other financial institution.

Financial institution	Type of account	Amount you have	Amount your spouse has
Chase	Checking	\$ 300	\$ N/A
		\$	\$
		\$	\$

If you are a prisoner, you must attach a statement certified by the appropriate institutional officer showing all receipts, expenditures, and balances during the last six months in your institutional accounts. If you have multiple accounts, perhaps because you have been in multiple institutions, attach one certified statement of each account.

PAE AO 239 (10/09) Application to Proceed in District Court Without Prepaying Fees or Costs (Long Form)

5. List the assets, and their values, which you own or your spouse owns. Do not list clothing and ordinary household furnishings.

Assets owned by you or your spouse	
Home (Value)	\$ N/A
Other real estate (Value)	\$
Motor vehicle #1 (Value)	\$
Make and year:	
Model:	
Motor vehicle #2 (Value)	\$
Make and year:	
Model:	
Other assets (Value)	\$
Other assets (Value)	\$

6. State every person, business, or organization owing you or your spouse money, and the amount owed.

Person owing you or your spouse money	Amount owed to you	Amount owed to your spouse
N/A	\$	\$
	\$	\$
	\$	\$

7. State the persons who rely on you or your spouse for support.

Name (or, if under 18, initials only)	Relationship	Age
N/A		

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8. Estimate the average monthly expenses of you and your family. Show separately the amounts paid by your spouse. Adjust any payments that are made weekly, biweekly, quarterly, semiannually, or annually to show the monthly rate.

	You	Your spouse
Rent or home-mortgage payment <i>(including lot rented for mobile home)</i>		
Are real estate taxes included? <input type="checkbox"/> Yes <input type="checkbox"/> No	\$ 2,500	N/A
Is property insurance included? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Utilities <i>(electricity, heating fuel, water, sewer, and telephone)</i>	\$ 250	
Home maintenance <i>(repairs and upkeep)</i>	\$	
Food	\$ 500	
Clothing	\$	
Laundry and dry-cleaning	\$ 50	
Medical and dental expenses	\$ \$150	
Transportation <i>(not including motor vehicle payments)</i>	\$ \$200	
Recreation, entertainment, newspapers, magazines, etc.	\$	
Insurance <i>(not deducted from wages or included in mortgage payments)</i>		
Homeowner's or renter's:	\$	
Life:	\$ 150	
Health:	\$ 150	
Motor vehicle:	\$ 200	
Other:	\$	
Taxes <i>(not deducted from wages or included in mortgage payments) (specify):</i>	\$	
Installment payments		
Motor vehicle:	\$ 500	
Credit card <i>(name):</i>	\$	
Department store <i>(name):</i>	\$	
Other:	\$ 350	
Alimony, maintenance, and support paid to others	\$	

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Regular expenses for operation of business, profession, or farm (<i>attach detailed statement</i>)	\$	\$
Other (<i>specify</i>):	\$	\$
Total monthly expenses:	\$ 5,000	\$ N/A

9. Do you expect any major changes to your monthly income or expenses or in your assets or liabilities during the next 12 months?

☐ Yes ☒ No If yes, describe on an attached sheet.

10. Have you paid — or will you be paying — an attorney any money for services in connection with this case, including the completion of this form? ☐ Yes ☒ No

If yes, how much? \$ N/A

If yes, state the attorney's name, address, and telephone number:

11. Have you paid — or will you be paying — anyone other than an attorney (*such as a paralegal or a typist*) any money for services in connection with this case, including the completion of this form? ☐ Yes ☒ No

If yes, how much? \$ N/A

If yes, state the person's name, address, and telephone number:

12. Provide any other information that will help explain why you cannot pay the costs of these proceedings.

13. Identify the city and state of your legal residence.

Your daytime phone number: N/A

Your age: _____ Your years of schooling: _____

Last four digits of your social-security number: _____

Nakea Mathis
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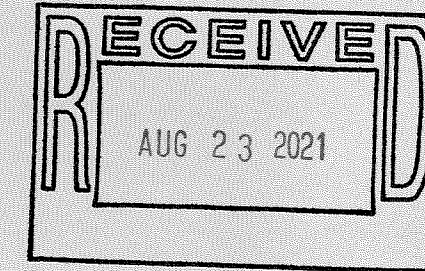
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